

Grundy Center

PPME #2003 (Public Works)

7/1/2004 6/30/2007

COLLECTIVE BARGAINING AGREEMENT

GRUNDY CENTER, IOWA

AND

PUBLIC PROFESSIONAL & MAINTENANCE
EMPLOYEES UNION

LOCAL 2003

TERM: JULY 1, 2004 - June 30, 2007

COPY

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ARTICLE I DEFINITIONS

1.01 - REGULAR FULL-TIME EMPLOYEE

Any employee who works or is scheduled to work at least forty (40) hours per week. Full-time employees shall be entitled to coverage and full benefits under this Agreement.

1.02 - REGULAR PART-TIME EMPLOYEE

Any employee who works or is scheduled to work at least twenty (20) hours, but less than forty (40) hours per week. Regular part-time employees shall be entitled to coverage and to pro-rated holiday and vacation benefits, only under this Agreement.

1.03 - PART-TIME EMPLOYEE

Any employee not included within 1.01 or 1.02, or who works less than twenty (20) hours per week, shall not be entitled to any benefit or coverage under this Agreement.

1.04 - TEMPORARY EMPLOYEE

A temporary employee is one who is hired for a period of up to four (4) months, and is so informed at the time of hire. Temporary employees may be hired to fill a temporary job, for a specified short term or seasonal assignment, or to replace employee who are in a vacation, holiday, or other leave status. The basic four (4) month period may be extended by agreement with the Union for an additional four (4) months, or for the length of leave of the employee being replaced. Temporary employees do not acquire seniority, nor are they entitled to coverage of benefits available under this Agreement for regular full-time and regular part-time employees. The Union shall be advised and notified as to whether any new hire is classified as a temporary employee.

1.05 PRO RATE

"Pro rate" shall, for all purposes of this Agreement, mean and be calculated on the basis of the number of hours the employee is regularly scheduled to work compared with forty (40) hours per week. Pro rations shall apply to the pay to be received, and not the scheduled time off for vacation or holidays.

ARTICLE II RECOGNITION AND REPRESENTATION

2.01 - RECOGNITION

The City hereby recognizes the Union as the sole and exclusive bargaining representative of all City employees employed in those classifications as set forth in the Iowa Public Relations Board Order of Certification, Case No. 1466, as amended, dated July 25, 1979, as follows:

INCLUDED: All permanent full-time and regular part-time employees of the Street Department and Water and Wastewater Department.

EXCLUDED: Official clerical employees, supervisors, and all employees excluded by Section 4 of the Iowa Public Employee Relations Act, and all other employees of the City.

2.02 - NON-DISCRIMINATION IN EMPLOYMENT

Neither the City, nor the Union, shall discriminate in violation of law against any employee because of the employee's race, color, religion, sex, age, union activity or lack thereof, national origin or physical disability.

2.03 - UNION DUES AND INDEMNIFICATION FOR PAYROLL DEDUCTIONS

Upon receipt of a lawfully executed, written authorization from an employee, which may be revoked in writing at any time upon thirty (30) days' written notice to the City, the City agrees to deduct the regular monthly union dues of such employee from his/her pay and remit the deducted amount by the fifteenth (15th) day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the City in writing of the exact amount of the regular membership dues to be deducted. The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgements brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article. The City shall transmit an accompanying list with the monthly deductions, indicating the name, current address, hourly rate of pay, and the amount of dues deducted for each employee for whom dues have been withheld, noting any additions or deletions from the previous month, with a notation as to the reason for the addition/deletion.

2.04 NO STRIKE-NO LOCKOUT

The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strikes, slowdowns, picketing, boycotting, sit-ins, mass resignations, mass absenteeism, the willful absence from one's position, work stoppage, or any such related activity as covered in Section 12 of the Act. The City pledges that it will not engage in a lockout during the terms of this Agreement as a result of a labor dispute with the Union.

2.05-VISITATION

The Business Representative of the Union who has been previously identified by the Union to the City Clerk, or his/her designated representative, after obtaining permission from the City Clerk or his/her designated representative for each visit, will be permitted to visit the job site or shops of the City to ascertain that the Agreement is being complied with. The Union representative is not to interfere with the City's operation.

2.06-BULLETIN BOARDS

The Union shall be permitted to post official Union notices on bulletin boards in shops where Unit employees regularly work. The City Clerk must approve all bulletin board notices before posting is authorized.

2.07-SELECTION OF STEWARD

The City recognizes the Bargaining Unit's right to have two stewards and each shall be selected by the employees from among the employees in the Department.

2.08-RELEASE TIME FOR MEDIATION, FACT-FINDING, AND ARBITRATION

The City agrees to release one (1) employee, with pay, from their employment responsibilities for the purposes of participating in mediation, fact-finding, and/or arbitration, on behalf of the Union.

ARTICLE III MANAGEMENT RIGHTS

3.01 MANAGEMENT RIGHTS

The City shall have, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty, and the right to:

1. Direct the work of its public employees.
2. Hire, promote, demote, transfer, assign and retain public employees in positions within the public agency.
3. Suspend or discharge public employees for proper cause.
4. Maintain efficiency of governmental operations.
5. Relieve public employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignments and personnel by which the public employer's operations are to be conducted.
7. Take such action as may be necessary to carry out the mission of the public employer.
8. Initiate, prepare, certify and administer its budget.
9. Exercise all powers and duties granted to the public employer by law.

3.02 - RULES AND REGULATIONS

The City may, from time to time, develop, put into effect, and enforce work rules through employee discipline. The rules will be sent to the Union and posted thirty (30) days prior to their effective date.

ARTICLE IV SENIORITY

4.01-SENIORITY DEFINITION

Seniority means an employee's length of continuous service with the City since their last date of hire. Seniority shall be administered on a job classification basis.

4.02- PROBATIONARY PERIOD

A new employee shall serve a probationary period of six (6) calendar months. Upon successful completion of the probationary period, the new employee shall be put on the seniority list and their seniority shall be determined from and relate back to their original date of employment. The new employee may be terminated for any reason during the probationary period and shall have no right to recourse through the Grievance Procedure.

4.03- BENEFITS DURING PROBATIONARY PERIOD

A probationary employee is eligible for contractual fringe benefits as follows:

A. At All Times

At all times they shall be eligible to enjoy the benefits of funeral leave, jury duty, and recognized paid holidays as provided herein;

- B. Commencing with the Second Month of Service
Commencing with the second month of Service, the probationary employee shall be eligible to be covered by the group health insurance provided by the City;
- C. After Probationary Period
Probationary employees shall earn sick leave from the date of their employment, but shall not be able to use their earned sick leave until after they have completed their probationary period.

Probationary employees shall be ineligible for other benefits provided in this Agreement until after their probationary period is over.

4.04 - PROMOTIONS AND TRANSFERS

Promotions and transfers within the Bargaining Unit shall be made on the basis of seniority, considering the applicable seniority of all employees in the Unit, and based upon each employee's qualifications, skills and abilities to perform the job.

4.05 - JOB POSTING

No permanent vacancy or newly created job classification in the Bargaining Unit will be filled by new hire until such vacancy has been posted for a period of five (5) days. Present employees shall have the opportunity to apply for the position within the posting period and to have their application considered immediately following the conclusion of the posting period.

4.06 - NOTICE TO UNION

The Union shall be furnished with a seniority list and job classification of all employees covered by this Agreement within thirty (30) days after its execution.

4.07 - REDUCTION IN WORK FORCE

When the work force is to be reduced, the employee with the least seniority in the affected job classification shall be first laid off. The employee removed can then replace any employee who has less Bargaining Unit seniority in any job classification for which he/she is qualified and subject to the following. The employee replacing the other shall have a thirty (30) day trial period in which to qualify and perform in the new job classification. During this trial period the employee may elect voluntarily to return to layoff status, or the employee may be involuntarily returned to layoff status in the event they fail to demonstrate the necessary skills to perform the tasks required by the new job classification. On recall from layoff, employees will be returned to work in the reverse order in which they were laid off, if they are qualified to perform the work available.

4.08 RECALL FROM LAYOFF

It shall be the duty of the employee to provide the City Clerk information with respect to any change of address, or availability for recall. Employees who are laid off shall be placed upon a recall list. When an employee is notified of the availability of a position for which he is qualified, he must accept the offer of reinstatement within seventy-two (72) hours, and report for work within fourteen (14) days, or forfeit any future opportunity for reinstatement. Notice of recall shall be given to the employee by certified mail, return receipt requested, forwarded to the employee's last address as shown upon the employee's record, as it may be updated by the employee during layoff. A copy of such notice shall be given to the Union Steward.

4.09-LOSS OF SENIORITY

An employee shall lose their seniority and the employment relationship shall be broken and terminated as follows:

- A. Employee quits;
- B. Employee is discharged;
- C. Engaging in other work while on leave of absence, or giving false reason for obtaining leave of absence.
- D. Two (2) consecutive days of absence without notice to the City;
- E. Failure to report for work at the end of the leave of absence;
- F. Failure to accept reinstatement within three (3) days and/or to report to work within fourteen (14) days after being notified to return to work following layoff, when notice of recall is sent to employee's last known address according the City Records; and
- G. Seniority rights will be forfeited after the continuous period of layoff exceeds one (1) year.

4.10 - EMPLOYEE'S RESPONSIBILITIES

It is the responsibility of all employees, both current and laid off, to keep the City informed, at all times, of their current address and phone number.

4.11 - INELIGIBILITY FOR JOB BID BASED UPON PROMOTION

An employee who accepts a promotion shall be ineligible to bid on another job for a ninety (90) day period.

4.12 - BARGAINING UNIT SENIORITY PRESERVED DURING CITY EMPLOYMENT

When an employee leaves a job classification included with the Bargaining Unit, and remains an employee of the City, their seniority shall be frozen as of the date they leave the Bargaining Unit job classification, but shall remain available for use by the employee for so long as they remain an employee of the City.

ARTICLE V TRANSFERS

5.01 - PERMANENT TRANSFERS

A. Involuntary

Any employee permanently and involuntarily transferred to a different job classification will be paid the applicable hourly rate of their new classification, or their existing pay rate, whichever is greater from the time of their transfer. Their existing rate of pay shall be paid until the rate for the new classification shall equal or exceed their existing rate of pay.

B. Voluntary Transfers

An employee who voluntarily and permanently transfers, (by bid, bumping, etc.) shall be paid the rate of pay for the classification. Employees may not transfer out of the Sewer Plant unless and until the City has found and hired a qualified replacement. If a qualified replacement is found, the waste water treatment license pay will terminate for the transferring employee.

5.02 - TEMPORARY TRANSFERS

When an employee's normal work duties cease, the City can temporarily transfer the employee into a job classification that fits that employee's assigned duties. Any employee so transferred will be paid for all hours worked that day in the job classification at the hourly rate in which they worked the majority of the hours on that date, or the employee's normal classification rate, whichever rate is greater.

5.03 - TRANSFER OF BENEFITS

All earned and /or accumulated benefits of an employee shall follow and transfer with him/her to the new job classification and/or new department.

ARTICLE VI GRIEVANCE PROCEDURE

The following shall govern and control the rights of the parties and the members of the Union with respect to the processing and disposition of grievances.

6.01 - PURPOSE

It is hereby acknowledged by both parties that the purpose of the Grievance Procedure is to attempt to secure, at the lowest possible level, without unnecessary interference or interruption of the work activities of the parties, or the employees, equitable solutions to the problems affecting the parties or the members of the Union which may, from time to time, arise under this Agreement. Both parties hereby agree these proceedings will be kept, as informal and confidential as may be appropriate at any Level of the Procedure.

6.02 - DEFINITIONS

For the purposes of this Agreement, and this Article, particularly the following definitions shall apply:

A. "Grievance"

A grievance is a claim presented by an employee(s) alleging there has been a violation, misinterpretation or misapplication of a specific provision(s) of this Collective Bargaining Agreement.

B. "Grievant"

An aggrieved person shall be an employee who allegedly possesses a grievance and time presents it in accord with the procedures hereinafter set forth. Failure to timely present or pursue a grievance at any Level within the time limits prescribed in this Article, will constitute a complete bar from further prosecution of the Grievance.

6.03 - REPORTING DISCIPLINARY ACTION

Any and all disciplinary action affecting any employee(s) covered by this Collective Bargaining Agreement shall be reported, immediately, to the steward or the Union, or his designee, in writing, by the Department Head.

6.04 - LEVEL ONE - IMMEDIATE SUPERVISOR

Within five (5) calendar days of the occurrence, or the employee's discovery of the occurrence, which gives rise to the grievance, an employee may initiate a grievance by submitting it in written form to the Department Head. The written grievance shall include a brief factual description of the violation and a reference to the provision of the Agreement violated. The forms for this purpose shall be provided, but failure to use the provided form shall not invalidate the grievance

if it is timely filed, in writing, containing the information required above. If no conference before the Department Head is requested, the Department Head or his designee, shall issue a written decision on the grievance within five (5) days after the receipt of the written grievance from the Grievant. If a conference before the Department Head is requested at the time the grievance is presented in writing, the conference shall be conducted before the Department Head, or his designee, within five (5) days following the receipt of the written request. The Department Head shall issue a written decision as a result of the hearing, or his designee, within five (5) days after the conference has been conducted. A failure of the supervisor or his designee, to respond in writing, as above provided, shall render the grievance eligible for consideration at the next Level.

6.05 - LEVEL TWO - MAYOR

Should the Grievant wish to pursue the grievance further after completion of Level One (1), the employee and/or representative of the Union shall, within ten (10) calendar days following the date upon which the decision of the Department Head was rendered, or should have been rendered, deliver to the City Clerk, written notice of appeal which shall be sufficient if in writing, and contains a brief factual description of the alleged violation, and a reference to the provision of the Agreement, departmental rule or regulation violated. The Mayor, or his designee, shall have a period of ten (10) calendar days from receipt of written appeal by the Grievant, in which to render a decision. A failure of the Mayor, or his designee, to respond as provided herein shall render the grievance eligible for advance to the next Level.

6.06 - LEVEL THREE - ARBITRATION

In the event that the grievance remains unresolved, after completion of Level Two (2), the employee and the Union shall forward to the City Clerk, written notice of their intention to proceed to arbitration. Such notice shall be forwarded to the City Clerk within ten (10) calendar days following the date of the decision by the Mayor, or his/her failure to timely respond with respect to the grievance.

6.07 - SELECTION OF ARBITRATOR

The arbitrator, who shall serve as the impartial determinate of the dispute, shall be selected in the following manner:

A. By Agreement

The parties shall have a period of forty-eight (48) hours during which they may mutually agree on the selection of the person to serve as the arbitrator.

B. By Lot

In the event the parties are unable to agree, or the person agreed upon is not available, the parties shall jointly request the Public Employment Relations Board to nominate a panel of five (5) arbitrators. Within five (5) days after the receipt of the names of such panel, representatives of the parties shall meet and each party shall alternately strike a name from the list of nominees until one remains. The parties shall inform the arbitrator so selected of his selection.

C. Costs

The costs incurred for the services of the arbitrator, including per diem expenses, if any, and the actual and necessary travel, subsistence expense and all other costs, shall be borne and divided equally between the City and the Union. Any and all other expenses incurred with respect to the arbitration

shall be paid by the party incurring said expenses. Such expenses shall include the costs of replacing a witness-employee, if replacement is reasonably necessary and the employee appears before the arbitrator, which expense shall be borne by the party who shall call the witness.

6.08 - PROCEDURES

The procedure to be followed in submitting the difference or dispute to the arbitrator shall be determined by the arbitrator himself. The arbitrator shall submit his decision in written form to both parties within thirty (30) days following the conclusion of the hearing(s), as the case may be.

6.09 - ARBITRATOR'S JURISDICTION

The decision of the arbitrator on the issues presented shall be final and binding. The arbitrator shall not have the right to add to, subtract from, modify or disregard any of the terms or provision of this Agreement. Further, the foregoing provisions for arbitration are not intended to, nor shall they be construed to apply to any dispute as to the terms and provisions to be incorporated in any proposed new agreement between the parties, or to any matter that the laws of the State of Iowa require to be resolved otherwise.

6.10 - APPEALS

Any dispute between the parties as to the interpretation or construction to be placed upon the award made as hereinafter and above provided for, shall be submitted to the impartial arbitrator who made this award who may thereupon construe and interpret the award as far as may be necessary to clarify the same, but without changing the substance thereof and such interpretation and construction thereof shall be binding upon both parties.

6.11 - EMPLOYEE REPRESENTATION

An aggrieved person(s) shall have the right to be represented at all Levels of the Grievance Procedure by a representative of their choice. In addition, and if not chosen by the employee(s), the Union shall be entitled to participate at any and all stages of the Grievance Procedure.

6.12 - PRIVACY AT MEETINGS AND HEARINGS

All meetings conducted under the foregoing Grievance Procedure shall be held in private and shall include only authorized representatives of the City, aggrieved person(s) and witnesses and their representatives. In addition, hearings before the arbitrator shall be conducted in private as well.

6.13 - EXCLUSIVE REMEDY

Should an aggrieved person present the issue involved in a grievance to a forum, other than designated in this Article, or the Iowa State Unemployment Commission, such presentation by the aggrieved person shall relieve the City and the Union of any and all further obligation to process a grievance through the Grievance Procedure as set forth herein. Further, it is understood as and agreed that for those matters which fall within the definition of the Article, the procedure set forth herein shall constitute the sole and exclusive remedy of the parties hereto, and the employees included herein.

6.14 - EMPLOYEE RIGHTS

Any employee presenting a grievance shall be free to do so without fear of interference, coercion, restraint, discrimination or reprisal.

6.15 - TIME LIMITS

The time limits set forth in the Article may be extended only by mutual and written agreement by and between the City and the Union.

ARTICLE VII LABOR-MANAGEMENT COMMITTEE

7.01 - PURPOSE AND MEETINGS OF COMMITTEE

The parties hereby agree to form a Labor-Management committee to discuss the concerns of either party. The Committee shall meet at the request of either party. All meetings of the Committee shall be confidential. However, the parties may, by mutual agreement when an understanding is reached during the Labor-Management Committee meetings, post the results thereof as a means of communicating this information to all employees and supervisors.

7.02 - MEMBERSHIP OF THE COMMITTEE

The Committee shall be composed of the following:

A. For Management

1. The Mayor - Co-Chairman;
2. The affected Department Head(s);
3. One other, as may be designated by the City.

B. For the Union

1. Business Representative - Co-Chairman;
2. Chief Steward for the affected Department(s);
3. One other, as may be designated by the Union.

Either party may exclude one (1) or more of its representatives and both parties may invite additional persons to attend if relevant to the topic under discussion. Both parties agree to submit an agenda, and a list of those who will attend at least five (5) days in advance of the scheduled meeting date of the Committee. Further, after discussion of any issue at a Labor-Management committee meeting, the parties may, but need not, amend their Bargaining Agreement.

ARTICLE VIII JOB CLASSIFICATIONS AND WAGE RATES

8.01 - JOB CLASSIFICATIONS

Employees in all job classifications included within this Agreement must be capable of operating the machinery, which is to be placed under their supervision and control within that job classification, or learning to operate said machinery within a reasonable time. In addition to being able to operate the equipment, within each job classification, the employee shall share the responsibility for housekeeping, and regular equipment care and maintenance with the City, and perform other duties as may be assigned by the City. All unit employees must have and maintain in effect a valid chauffeur's license if necessary to perform the employee's particular job assignment.

8.02 - WAGE RATES

For the purpose of the administration of this Agreement, the employees in the Bargaining Unit shall be divided into the following job classifications and paid at the following rates of pay.

A. Probationary Employees - First Six (6) Months of Employment
All probationary employees (employees in their first six (6) months of employment) shall be compensated at a rate per hour which is Eighty Percent (80%) of the base rate for that classification provided below.

B. Employees During Second Six (6) Months of Employment
Employees who have successfully completed their probationary period, and who were compensated at the Eighty Percent (80%) level, as provided above, shall receive Ninety Percent (90%) of the base rate of pay for the classification, as provided below, during the second six (6) months of their employment.

C. Base Rate

1. F.Y. 2004

a. Wages

Effective July 1, 2004, the base rate of pay for job classifications included within the Bargaining Unit shall be as follows:

| | |
|-------------------------------|---------|
| - Street Department | \$14.68 |
| - Water/Wastewater Dept | \$14.68 |
| - Regular Part-time Employees | \$12.40 |

2. F.Y. 2005

a. Wages

Effective July 1, 2005, the base rate of pay for job classifications included within the Bargaining Unit shall be as follows:

| | |
|-------------------------------|---------|
| - Street Department | \$15.08 |
| - Water/Wastewater Dept | \$15.08 |
| - Regular Part-time Employees | \$12.80 |

3. F.Y. 2006

a. Wages

Effective July 1, 2006, the base rate of pay for job classifications included within the Bargaining Unit shall be as follows:

| | |
|-------------------------------|---------|
| - Street Department | \$15.48 |
| - Water/Wastewater Dept | \$15.48 |
| - Regular Part-time Employees | \$13.20 |

D. Promotional Employees

Employees promoted by the City into a new job classification within the labor grades shall be given a thirty (30) day trial period in which to qualify and perform the new opportunity. During the trial period, the employee may return, voluntarily to his/her former position, or be returned, involuntarily by the City in the event the employee fails to demonstrate the necessary skills to perform the task required by the new job classification. During this trial period, the employee shall be compensated at the appropriate rate for the new labor grade in which his/her new job classification is included.

**ARTICLE IX
WAGES AND COMPENSATION**

9.01-COMPENSATION

Employees shall be compensated for their regular straight time hours worked pursuant to the schedule established, as is set forth in Article VII - Classification and Wage Rates.

9.02-USE OF TIME CLOCK

All employees covered by this Agreement will be required to use the City's time clock for the recording of their time worked. Employees will be required to punch in at their regular starting time, punch out during that time being used for their noon hour (normally 12:00 noon through 1:00 PM) and punch out at their normal quitting time.

9.03-TARDINESS

Each employee is required to be on time in reporting for work in order to prevent reduction in the efficiency of the operation of the employee's department. Therefore, for tardiness, an employee will be penalized as follows:

- | | | | |
|----|---------------|---|-------------------------------|
| 1. | 0-3 minutes | - | no penalty |
| 2. | 3-12 minutes | - | .4 hour deduction in pay |
| 3. | 12-18 minutes | - | .6 hour deduction in pay |
| 4. | 18-24 minutes | - | .8 hour deduction in pay |
| 5. | 24-30 minutes | - | One (1) hour deduction in pay |

9.04-PAY PERIOD

The pay period shall be two (2) weeks, and shall end at midnight on the Friday of the second week of the pay period.

9.05-PAY DAY

Pay day shall be the Wednesday of the week following the end of the pay period.

9.06-MILEAGE

Employees shall be paid a mileage allowance per mile as the Code of Iowa (1989) stipulates for all Employer required use of employee vehicles. Payment for same will be allowed once per month.

9.07-FIRE/AMBULANCE CALLS

No pay shall be deducted from an employee's paycheck for hours missed from his regular employment, during working hours only, for participating in fire/ambulance calls.

9.08-CONTINUING EDUCATION

The City shall grant time off with pay, and reimburse related expenses for attendance at pre-approved educational/training courses.

9.09-COMPLETION OF WATER/WASTEWATER LICENSURE REQUIREMENTS

A. Water/Wastewater License

Upon satisfactory completion of each level of certification for the water/wastewater operator's license, fourteen cents (.14) per hour per level or grade will be added as additional compensation to the employee's hourly compensation.

B. Trenching License

Upon satisfactory completion of the State license requirements for trenching and upon the employees presenting to the City the State issued certificate to that effect, the employee shall receive eight cents (\$.08) per hour commencing with the next payroll period, which shall be added to the employee's hourly compensation.

C. Reopener

If, during the term of this Agreement the State shall establish new license requirements for current work being performed by the employee of the City which the City desires to continue to have its employees perform OR should the City decide to perform certain work through its current work force that requires State license or certification, then this Agreement shall reopen for the sole purpose of determining the appropriate compensation to be paid to the employee(s) who successfully secure the required license/certificate. The City shall also pay any fees or expenses incurred by the employee to secure the license/certificate and shall provide the employee with the time necessary to be tested or examined as may be required by the State.

9.10-WORKING FOREMAN

That the City may establish, from time to time, supervisory positions at a level lower than that which is considered management. These positions shall be known and identified as Working Foreman positions. Persons serving in the Working Foreman position shall be entitled to receive compensation for all hours in which they work in that position at the rate of one dollar-twenty five cents (\$1.25) per hour. It is understood that a maximum of two (2) positions, and minimum of one (1) position, shall be created and filled pursuant to the bidding procedure. The City may decline, however, in the event of the absence of either one or both of the two (2) persons selected to serve as Working Foreman, to place anyone in their position for a temporary period of time not to exceed, however, ten (10) working days.

**ARTICLE X
HOURS OF WORK AND OVERTIME**

10.01-HOURS OF WORK

The purpose of this Article is intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or work per week. The City shall make determination of the daily and weekly work schedule.

A. NORMAL WORK DAY

The normal work day shall be composed of eight (8) hours per day, commencing at 7 AM and ending at 4 PM with a one (1) hour unpaid lunch, to be taken at the a time designated by the Department Head.

B. NORMAL WORK WEEK

The normal work week shall be Monday through Friday.

10.02-REST PERIODS

The City shall grant, with pay, one (1) rest period of fifteen (15) minutes to be taken between 7:00 AM and 12 PM Noon, and one (1) rest period of fifteen (15) minutes to be taken between 1:00 PM and 4:00 PM. The Department Head, depending upon the work schedule on any particular day shall specify the times and places for the taking of the rest periods.

10.03-SUPPER/BREAKFAST BREAKS

Employees who are required by the City to work at times other than the normal work day shall be entitled to a thirty (30) minute unpaid supper/breakfast break at or near the customary supper/breakfast hours, when time and work permit. Employees enjoying this break will be required to punch out upon leaving the work area, and punch in upon returning to work or report departure and return to the Department Head or his designee.

10.04-OVERTIME

Overtime shall be paid for at the rate of time and one-half (1 1/2) the employee's straight time hourly rate for all hours worked in excess of forty (40) hours per week. All time, for which an employee receives compensation from the City, (excluding Worker's Compensation) shall count as time worked for the purposes of computing overtime. The same overtime will be paid for only once, and the pyramiding of overtime shall be prohibited.

10.05- OVERTIME APPROVAL REQUIRED

Any work performed outside of the normal designated work hours and or work week must be pre-approved or have prior approval of the employee's Department Head or his designee. Each employee performing work at times other than during the normal work day hours must notify the Department Head prior to the time he/she starts and of the estimated time needed to perform the required task, and punch the City's time clock at the start and end of their duty.

10.06- CALL-IN

Should the City find it necessary to call an employee(s) back to work after the employee(s) has completed his/her normal work day and left the work premises, the employee(s) is guaranteed two (2) hours of work and/or pay at the applicable rate of pay.

10.07-WORK ON SATURDAY, SUNDAY, OR HOLIDAYS

Work on Saturdays, Sundays, and the holidays recognized herein for pay shall entitle the employee to be paid at time and one-half (1 1/2) their regular straight time rate of pay for all hours worked on these occasions.

10.08-COMP TIME

For each hour of overtime worked, the employee shall receive either compensation at time and one-half (1 1/2) of their regular hourly rate of pay, or one and one-half (1 1/2) hours of compensation time off work with pay at their regular rate of pay. The employee shall have the option to take the pay, or the compensatory time off with pay, until the employee accumulates four hundred eighty (480) hours, which is the maximum allowable accumulation. Thereafter the employee must accept pay until this back accumulated hours of compensatory time is below the maximum limit. If time off work is selected, the time taken off must have prior approval of the City. All compensatory time earned within a fiscal year, July 1 to June 30, must be taken within that fiscal year, or any unused accumulation will be paid out on the first (1st) paycheck after July 1.

10.09-WATER/WASTEWATER STAND-BY DUTIES AND COMPENSATION

Employees shall be scheduled to provide stand-by service for Water/Wastewater purposes on a weekly basis from Friday at 4:00 O'clock P.M. to the following Friday at 4:00 O'clock P.M. Stand-by duty shall include remaining reasonably available for emergency calls during the hours outside of the normal working day, carrying a pager, serving as the first-responder, taking and recording required Holiday/weekend readings, performing required minor repairs or maintenance functions, etc. For the weekly stand-by duty, the employee shall receive a total of eight (8) hours of pay at the employee's overtime rate of pay, plus and additional two (2) hours of pay at their overtime rate for those weeks during which a holiday falls on a regular work day. In the event that the employee actually performs work, additional overtime compensation shall not be payable until the employee has worked up to one (1) hour on a regular working day once during the regular work week or up to two (2) hours on a weekend day or holiday. Subject to the foregoing, stand-by compensation shall be in addition to all other forms of pay and benefit provided for employees under this Agreement.

ARTICLE XI LONGEVITY

11.01-ELIGIBILITY

After one (1) year of continuous service, all regular, full-time, permanent employees shall be eligible for longevity pay.

11.02-RATES OF PAY

Longevity pay shall be paid by the City to its employees as follows:

1. First Year
No longevity pay shall be paid during the first (1st) year of employment;
2. Second (2nd) - Fifth (5th) Years
During the Second (2nd) through the Fifth (5th) years of employment, one cent (.01) per year of continuous service shall be added to the hourly rate of each eligible employee;
3. Sixth (6th) - Tenth (10th) Years
After completion of the Fifth (5th) year, two cents (.02) per hour for each subsequent year of continuous service shall be added to the employee's applicable wage rate;
4. Eleventh (11th) - Thirtieth (30th) Year or More
After the completion of the Tenth (10th) year, three cents (.03) per hour for each subsequent year of continuous service shall be added to the employee's applicable wage rate, until the employee reaches their Thirtieth (30th) anniversary. Thereafter, no further additions shall be made.

ARTICLE XII VACATIONS

12.01-ELIGIBILITY

All regular, full-time employees of the City shall be eligible for full vacation, after they have completed their probationary period. All regular part-time employees shall be eligible for pro-rated vacation pay, after they have completed their probationary period. Probationary employees shall earn and be credited with hours toward their vacation eligibility, but shall not be allowed to take any vacation until after the completion of their probationary period. The vacation entitlement for permanent, full-time employees of the City, shall be as follows:

| <u>Years of Service</u> | <u>Days Vacation Time and Pay</u> |
|---|-----------------------------------|
| During First Year | Three (3) Hours/Month |
| During Second - Eighth Year | Seven (7) Hours/Month |
| During Ninth - Fifteenth Year | Ten (10) Hours/Month |
| During Sixteen - Twenty-Fifth Year | Fourteen (14) Hours/Month |
| After Twenty-Fifth Years (Effective 7/1/93) | Sixteen (16) Hours/Month |

In order to qualify for vacation time and pay, the employee must be included on the City's active payroll on the employee's anniversary date.

12.02-VACATION SELECTION AND SCHEDULING

Vacation selection by the employee(s) shall be granted on a first-come, first-serve basis, meaning that the first employee to request time off on a particular date shall be considered to have a priority for that date for the requested time off. In the event of a conflicting contemporaneous request for vacation, preference shall be given to the most senior employee. The requested vacation shall be granted by the City unless, in the judgment of the City, known commitments of other fellow employees for time off at the same time would reduce the work force below the level necessary to maintain the City's work obligation. Further, the Department Head shall give reasonable consideration to joint requests by paired employees.

12.03-VACATION PAY

The employee on vacation shall be compensated for each hour of vacation at the regular straight time hourly rate of pay they were receiving when the vacation commenced.

12.04-ACCUMULATION

Effective as of January 1, 1988, vacation earned monthly, as provided above. In the year of transition, calendar year 1988, all vacation earned shall be not be available for use. However, effective as of January 1, 1989, vacation shall be earned monthly and available for use, except that, generally, vacation will continue to be used in the year following the year in which it was earned. An employee shall be entitled to carry into a new vacation year (January 1 - December 31), all unused vacation time earned in the previous year, plus a maximum of an additional forty (40) hours. Any unused, earned vacation hours, over and above the allowable maximum, shall be forfeited.

12.05-HOLIDAY PAY ON VACATION

In the event that a paid holiday falls during an employee's vacation period, the employee shall be entitled to one (1) extra day of vacation with pay to be taken on a date selected by the employee, subject to approval of the City.

12.06-USE IN MINIMUM OF HOURLY INCREMENTS

Utilization of vacation credits for time off by employees shall be restricted to a minimum of one (1) hour increments, subject to the approval of the City as provided above.

12.07-VACATION BENEFITS ON DEATH OR RETIREMENT

All earned vacation benefits shall, upon an employee's death or retirement, be paid to the employee, their spouse or estate.

12.08-FORFEITURE UPON TERMINATION

Employees who are discharged for cause, or employees who have quit without a minimum of two (2) week's advanced notice to the Employer, shall forfeit all vacation pay.

ARTICLE XIII HOLIDAYS

13.01-ELIGIBILITY

All permanent, regular, full-time, and regular part-time employees, (excepting probationary, seasonal and all temporary part-time employees), shall receive holiday pay (or pro-rated pay in the case of regular part-time) for the following nine (9) paid holidays: New Year's Day, Memorial Day, Independence Day, Labor day, Veterans Day, Thanksgiving Day, Friday following Thanksgiving Day and Christmas Day, and the employee's birthday. The employee birthday holiday can be taken off work at a time agreed between the employee and the City in the two months (2) period following the employee's birthday.

13.02-FLOATING HOLIDAY

In any Contract year in which one or more of the holidays established and provided for above in Section 13.01 - Eligibility, fall on Tuesday or Thursday, as days of the week for celebration of that particular holiday, then, in that year, the Employee shall be entitled to a floating holiday, designated and approved by the City, which shall be observed as follows:

- A. Where There Is Only One (1) Qualifying Holiday
Where there is only one (1) qualifying holiday that falls on either a Tuesday or a Thursday, the City will determine how many employees are necessary to work, and then, based on seniority, those employees shall be entitled to a floating holiday on the Monday before the Tuesday or the Friday after the Thursday holiday. Employees not eligible for this holiday shall be granted a floating holiday on the Friday before the Tuesday, or the Monday following the Thursday holiday.
- B. Where There Are Two (2) or More Qualifying Holidays:
Where there are two (2) or more qualifying holidays that falls on either a Tuesday or Thursday, the City will determine how many employees are necessary to work each holiday and the senior employees shall be allowed to elect which holiday that he/she shall take. The less senior employees shall then be granted the alternate holiday.

In years where there is no qualifying holiday to be celebrated on either a Tuesday or a Thursday, there shall be no entitlement to the floating holiday.

13.03-EXCUSED DUTY

On regular work days, Monday through Friday, the City agrees to release its employees from duty between the hours of One O'clock P.M. and Four O'clock P.M. (1:00 P.M. and 4:00 P.M.) on December 24th (Christmas Eve Day) for each succeeding year, except where work is required, i.e. a snow emergency, as shall be determined by the City, in which event, the employee shall continue to work at their regular rate of pay.

13.04-PAY FOR HOLIDAYS AND WORK ON HOLIDAYS

Eligible employees shall be paid for each of the holidays set forth above occurring during the period in which he/she is actively at work. Employees who are scheduled to work on any of the recognized holidays (except the birthday holiday) shall be paid at the rate of one and one-half (1 1/2) time the regular hourly rate for all hours worked, plus the paid holiday at the straight time or a day off as requested by the employee and approved by the Department Head.

13.05-QUALIFICATION FOR HOLIDAY PAY

To be eligible for holiday pay, an employee must have worked the last full scheduled work day immediately before and the first full scheduled workday immediately after the holiday. If the employee is absent only the last scheduled day before, or the first scheduled day after the holiday, as a result of personal illness substantiated by a medical doctor's written statement, on-the-job injury, or City excused absence, the employee shall be considered having met these requirements. Any employee on leave of absence or layoff is not eligible for holiday pay.

13.06-DAY OF CELEBRATION

A holiday occurring on a Saturday shall be observed on the Friday preceding and a holiday occurring on Sunday shall be observed on the following Monday.

13.07-HOLIDAY DURING VACATION

An employee shall be entitled to an additional vacation day when a holiday occurs during their time off work due to vacation.

ARTICLE XIV LEAVES

14.01-SICK LEAVE

The following shall govern and control the relationship by and between the employees and the City with respect to absence from their employment caused by sickness, illness or injury:

A. Accumulation

A permanent, regular, full-time employee shall earn six (6) hours per month of paid sick leave at the regular straight time rate of pay, and will be allowed time off work on account of sickness or injury not due to injuries covered by worker's compensation insurance, following the completion of the employee's probationary period.

B. Utilization

Except in emergencies, an employee who is ill or injured must notify their Department Head prior to the time set for the commencement of their duties in order to qualify for use of sick leave. Notification which is not forthcoming will result in the employee being considered absent without leave.

- C. **Utilization Limitations**
Sick leave is to be paid for on a basis of an eight-(8) hour straight time day. No sick leave of less than one (1) hour increments will be paid for. No use of sick leave shall be allowed for an employee if they are able to work at another job for the City.
- D. **Use Prohibited**
No sick leave shall be allowed to compensate an employee for time off due to an injury or illness incurred while working for another employer. Further, sick leave shall not be construed, in any way, as additional vacation time.
- E. **Family Illness**
In case of sickness in the employee's immediate family (spouse or child) time off with pay will be allowed. A maximum of five (5) working days may be used for this purpose, during any one-(1) year. Absence beyond this allocation will be charged against the employee's earned vacation time.
- F. **Maximum Accumulation**
The maximum accumulation allowable for an employee is seven hundred twenty (720) hours. Only permanent full-time employees shall be eligible to earn sick leave.
- G. **Medical Verification**
A medical doctor's certificate is required after an absence of five (5) working days, and may be required to verify any absence from work.
- H. **Doctor and Dental Appointments**
All doctor and dental appointments are to be paid for and deducted from sick leave.
- I. **Pallbearer Service**
Time off to act as a pallbearer at a funeral will be charged to sick leave and should be so designated on the time sheet.
- J. **Wellness Bonus**
Employees who have reached the maximum accumulation (seven hundred twenty (720) hours) at the commencement of each succeeding month shall be eligible for a wellness bonus. In the event that the eligible employees make no claims on sick leave during the month, the employee shall be entitled to one (1) additional hour of vacation as a bonus for the absence of sickness claims during the month. A wellness bonus shall be available only to employees who qualify under the terms and conditions set forth above. The wellness bonus of vacation hours shall be added to the employee's vacation entitlement, and subject to the same terms and conditions, so far as utilization thereof, as are provided in Article XII- Vacations, of this Agreement.
- K. **After 15 years of full-time employment with the City of Grundy Center,**
an employee who voluntarily resigns his or her position, shall be entitled to 20% of the value of their sick leave balance as a part of their termination pay package.

14.02-FUNERAL LEAVE

In the case of a death in the employee's immediate family, defined as current spouse or child, five (5) days of funeral leave will be allowed with pay. In the case of a death in the employee's close family, three (3) days of funeral leave will be allowed with pay. "Close Family," for funeral leave purposes only, is defined as employee's grandchild, mother, father, brother and sister. One (1) day of funeral leave with pay will be allowed in the case of death of the employee's current father-in-law, mother-in-law, children's spouse, niece, nephew, brother-in-law, sister-in-law, and grandparent. Funeral leave time is not actual worked time and does not apply towards overtime. Only scheduled compensable workdays missed will be paid for.

14.03-JURY/WITNESS DUTY

It is hereby recognized jury duty is a civic responsibility of each and every employee-citizen of the community; however, in the event an employee shall be called for jury duty, the City reserves the right to have the employee request to be excused from such duty in the event circumstances reasonably warrant such demand. In the event the request by the employee is denied by the judge, or in cases where the City makes no such demand, the employee shall be excused from his/her regular duty for that period of time necessary to perform the employee's duties as a juror. During the absence, the employee shall be paid at his/her regular rate of pay for a normal work shift, unless any compensation or fees earned by him/her for service as a juror. The employee shall be required to provide evidence to the City on days where compensation for service as a juror is claimed from the City, that the employee, in fact, reported for and served as a juror for all the hours during which the employee would have normally been employed and/or at work. Unless excused by the Court, an employee who shall fail to report to the Department Head as soon as reasonable practicable after being excused from service as a juror, shall forfeit the right to reimbursements by the City from all or any portion of the day on which they failed to so report. Witness duty shall be treated the same as jury panel duty, in the event the employee is served with a subpoena.

14.04-MATERNITY LEAVE

After the exhaustion of sick leave benefits (and other benefits at the option of the employee), a maternity leave (in accordance with applicable federal and state laws), without pay (but without loss of seniority) shall be granted and may be taken by the employee. The employee's physician shall determine when such leave shall commence and when, after delivery of the child, the employee is physically able to return to work. The refusal of an employee to return to work, after being verified as able to do so by her physician, shall constitute a voluntary quit by the employee. During the leave of absence for maternity, up to a maximum of six (6) months, the City agrees to make available, at group rates, insurance benefits as were previously available to the employee, at the employee's expense. The provisions set forth above shall be subject to any limitation or modification as may be required by applicable law.

14.05-MILITARY LEAVE

In the case of military leave, regular full-time and regular part-time employees shall be accorded all rights as are prescribed by Chapter 29A.8 of the Code of Iowa (1989) In such event the employee must present a statement to the City after termination of the military service, which must contain the following information:

- A. The date it is prepared;
- B. The date of induction;
- C. The date of release from duty;
- D. The employee's name;
- E. The employee's rank;
- F. The title and address of the commanding officer who prepared and executed the statement or certificate, (or employee if commanding officer refuses).

Failure to file such a statement and report promptly after completion of military service shall subject the effected employee to loss of benefits which may have accrued to him under this Agreement during his absence, and to a loss of entitlement to pay during these periods of time between his termination of service and his attempted return to work for the City. Further, the employee, upon prompt filing of the Application of Reinstatement (within thirty (30) days of his discharge from the Armed Forces) shall be entitle to exercise his right of seniority with respect to employment opportunities which may arise within the City's organization.

14.06-EXTENDED LEAVES

- A. **Good Cause**
Leaves of absence without pay and without loss of seniority may be granted to an employee by the City for any bona fide reasons not to exceed a period of thirty (30) days. An employee is encouraged to request, in writing, a leave of absence at least seven (7) calendar days before said leave would commence. The leave may be extended by the City upon request from the employee received at least seven (7) days prior to the current leaves expiration date. In the case of personal illness or personal injury, the employee shall, at the request of the City, furnish a medical doctor's statement attesting to said employee's physical condition and/or ability to work before said leave is granted or extended. The City may also require a medical doctor's signed statement verifying that the employee is released to return to work and assume their regular job duties.
- B. **Suspension of Fringe Benefits**
An employee granted a leave of absence shall not be eligible for fringe benefits or accrue retirement, vacation, sick leave or seniority during the period of such leave, except as otherwise provided by state law.
- C. **Return Required or Termination**
If the employee does not return to work immediately upon the expiration of the leave of absence, or extension thereof, the employee shall be deemed to have voluntarily quit.
- D. **Job Availability**
Upon return from leave of absence, the employee shall return to their former job, if physically qualified, and if said job is in existence.

14.07-PERSONAL BUSINESS LEAVE

A personal business leave day will be granted during each contract year. This day is not cumulative from one contract year to the next, and shall be forfeited if not used within a contract year. The personal business day is not to be taken in

conjunction with any recognized, paid holidays or vacation. In order to take a personal business leave day, the City shall receive forty-eight (48) hours advanced notice, and then the right to take the day, on the date requested shall be subject to the City's approval, which shall not be unreasonably withheld.

ARTICLE XV HEALTH AND SAFETY

15.01-SAFETY SHOES

Every full-time employee shall be allowed up to \$75.00 per year for the purchase of safety shoes, if used in the performance of the employee's assigned duties. Employees may elect to carryover the annual amount for one year, and receive one payment of up to \$150 to apply toward the purchase of safety shoes.

ARTICLE XVI INSURANCE

16.01-GROUP INSURANCE

The City hereby agrees to pay the full premium for comparable benefit coverage as in existence on June 30, 1990, for single and dependent coverage. The City retains the right to select the carrier to provide the coverage. The employee shall pay and be responsible for all deductibles and co-payments, of the claims up to the designated amount provided in the policy in force on July 1, 2004. (250/500 deductible; 750/1500 out-of-pocket maximums.)

An employee who is currently taking family coverage, but who elects single coverage will be eligible for a stipend of one hundred dollars (\$100) per month.

16.02-LIFE INSURANCE

The City hereby agrees to provide Five Thousand (\$5,000.00) dollars of life insurance coverage, at its expense, on the life of each employee.

ARTICLE XVII MISCELLANEOUS

17.01-TERM

This Agreement shall be in full force and effective from and after the 1st day of July, 2004, through and including the 30th day of June, 2007, and shall continue in full force and effect from year to year thereafter, unless either party shall give notice as hereinafter provided.

17.02-NOTICE

Notice, to be effective for purposes of reopening this Agreement, shall be given by one party to the other on or before the 15th day of October in each year preceding the expiration date of this Agreement, or any extension thereof, and shall include therein a statement of the intention of the party to amend, modify, or change this Agreement.

17.03-SEPARABILITY AND SAVINGS

If any Article or Section of this Agreement, or any Addendum thereto, should be held invalid by operation of law, or by any court or agency, the remainder of this Agreement, and all Addendum thereto, shall to be effected thereby, and the remainder of this Agreement, and Addendum attached thereto, shall remain in full force and effect for the life of this Agreement.

17.04-WAIVER

No waiver or variation of the terms of this Agreement shall be made in this Agreement by any City representative, or any individual employee or group of employees unless the waiver or variation is made with the full knowledge, sanction, and consent of the City and the Union. Further, any unauthorized waiver or variation of the terms of this Agreement by either party shall not constitute a precedent for future enforcement of all term and conditions included therein.

17.05-IMPASSE

In the event that the parties reach a good faith impasse in bargaining, the parties agree that the terms and provisions of the Public Employee Relations Act, Chapter 20, Code of Iowa (1989), shall govern and control their rights, duties and responsibilities.

17.06-MAINTENANCE OF STANDARDS

During the term of this Agreement, no portion of the Agreement nor any existing practice of the City which is included as a mandatory subject of bargaining under Chapter 20, Code of Iowa, shall be changed, except by mutual agreement of the City and the Union. Any deviation from this standard shall, upon written notice, require the parties to meet and bargain thereon. If, after bargaining, the City and the Union shall reach impasse on whether the change is included within the mandatory subjects of bargaining or on the terms of the change itself, then the Union may file a request for grievance arbitration under the procedure and guideline of Article VI. If the proposed change has not been implemented, the Arbitrator's jurisdiction shall be limited to whether or not the change is a mandatory subject of bargaining, and, if so, does it constitute a reduction of wages and benefits. If the proposed change has been implemented, the Arbitrator shall, in addition to ruling on the foregoing issues, also determine the appropriate remedy to restore comparability to the previous level of wages or benefits.

Dated this 29 day of June, 2004

CITY OF GRUNDY CENTER, IOWA

By Jack Stumberg
Jack Stumberg, Mayor

By Richard Riesberg
Richard Riesberg, City Clerk

PUBLIC PROFESSIONAL & MAINTENANCE EMPLOYEES UNION, LOCAL 2003

By Mike Scarrow
Mike Scarrow, Business Representative

William J. Jones
Bargaining Committee Member

Ron Ross
Bargaining Committee Member

Bargaining Committee Member